

REMARKS

By this Amendment, Applicant adds new claims 11-16, and hence, claims 1-16 are all the claims pending in the application.

Claim Rejections - 35 U.S.C. § 102

Claims 1-7 and 9-10 are rejected under 35 U.S.C. § 102(b) as allegedly being anticipated by Walker et al. (U.S. Patent 5,779,549, hereinafter “Walker”). Applicant respectfully traverses the rejection.

Claims 1, 3, and 4

Claim 1 recites, *inter alia*, “virtual start time deciding means for deciding virtual start times for a plurality of matches.” However, Walker neither teaches nor suggests “virtual start time deciding means for deciding virtual start times for a plurality of matches.” This is because Walker does not disclose virtual start times. Rather, Walker is directed to a distributed electronic tournament in which players compete a virtual location, but in real time. *See* Walker, col. 1, ll. 23-35, 56-60. In one example, Walker discloses that sessions of a tournament start at 1:00 p.m., however there is no teaching or suggestion that the start time is “virtual.” Instead, as would be understood by a person having ordinary skill in the art, the start time would be an actual, real-world time.

To the extent the Examiner’s position is based on the assertion that the sessions of a tournament at column 9, lines 4 to 37 of Walker allegedly teach the claimed “virtual start time deciding means for deciding virtual start times for a plurality of matches,” Applicant respectfully disagrees. *See* Office Action, p. 3. In rejecting claim 10, the Examiner acknowledges that the times in Walker are “reflective of an actual start time.” *See* Office Action, p. 4. Therefore, the Examiner concedes that the times in Walker are, in fact, actual times, and not virtual.

Accordingly, Walker fails to teach or suggest the “virtual start time deciding means.”

Claim 1 also recites, *inter alia*, “related match selection means for selecting at least one match, from the plurality of matches, taking place at least partially at the same virtual time as a main match a player's team is taking part in as one or more matches related to the main match based on virtual start times for each match decided by the virtual start time deciding means, the at least one selected match being different from the main match.”

However, Walker neither teaches nor suggests “related match selection means for selecting at least one match...taking place at least partially at the same virtual time as a main match a player's team is taking part in as one or more matches related to the main match based on virtual start times.” This is because Walker does not disclose identifying a player pairing (match), taking place at the same as a main player's pairing, and which is also related to the main player's pairing in some fashion. Rather, Walker merely discloses providing player pairings for each round of a tournament, but there is no teaching or suggestion of selecting a pairing taking place at a same time as a main pairing based on its relation to the main pairing. At best, Walker simply pairs opponents during each session (round) of the tournament.

Accordingly, Walker also fails to teach or suggest the “related match selection means.”

Still further, claim 1 recites, *inter alia*, “related match simulation means for simulating the one or more related matches.” However, Walker neither teaches nor suggests the “related match simulation means for simulating the one or more related matches.” This is because Walker does not disclose simulating matches. Instead, Walker is directed to a client/server environment in which human players enter commands using an I/O device to compete in a match. However, there is no teaching or suggestion that any of the pairings (matches) in a

tournament session (round) are simulated. Rather, the outcome of each match is entirely determined by the inputs from the I/O devices of competing players. Thus, the matches are actively played, and not simulated.

Accordingly, Walker also fails to teach or suggest the “related match simulation means for simulating the one or more related matches.”

Moreover, claim 1 recites, *inter alia*, “event storage means for storing event content and a virtual event time at which the event content occurs for prescribed types of events occurring in the one or more related matches.” However, Walker neither teaches nor suggests the “event storage means for storing event content and a virtual event time at which the event content occurs for prescribed types of events occurring in the one or more related matches.” This is because Walker does not disclose storing events that occur during execution of related, simulated pairings. Also, Walker does not disclose storing a virtual event time at which an event in the simulated match occurs.

To the extent the Examiner’s relies on the outcomes of pairings as allegedly teaching events that occur during a match, Applicant respectfully disagrees. This is because the outcome is merely a determination that is made after the match has concluded.

Accordingly, Walker further fails to teach or suggest the “event storage means.”

Additionally, claim 1 recites, *inter alia*, “event time arrival monitoring means for monitoring arrival of the virtual event time stored by the event storage means during execution of the main match.” However, Walker neither teaches nor suggests “event time arrival monitoring means for monitoring arrival of the virtual event time stored by the event storage means during execution of the main match.” This is because Walker does not disclose

monitoring, during the main match, for a time at which an event occurs in another, related match. At best, Walker simply stores match results in a database. Further, even if the conclusion of a match could somehow be interpreted as an event, which it does not, Walker does not disclose monitoring a time at which the related matches finish during execution of the main match.

Accordingly, Walker fails to teach or suggest the “event time arrival monitoring means.”

Last, claim 1 recites, *inter alia*, “event content output means for outputting event content corresponding to the virtual event time if it is determined by the event time arrival monitoring means that the virtual event time has arrived during execution of the main match.” However, Walker neither teaches nor suggests the “event content output means for outputting event content corresponding to the virtual event time if it is determined by the event time arrival monitoring means that the virtual event time has arrived during execution of the main match.” This is because Walker does not disclose outputting an event during the execution of the main match when the virtual event time arrives.

To the extent the Examiner asserts that claim 1 does not describe when the information (event) is disseminated, Applicant respectfully disagrees. *See* Office Action, p. 5. Claim 1 recites “event content and a virtual event time at which the event content occurs.” Thus, the event occurs at a virtual time. Further, claim 1 recites “if it is determined...that the virtual event time has arrived during execution of the main match.” Thus, claim 1 determines whether the event time at which the event occurs has arrived during the main match. Accordingly, if the event time has arrived, this time would be the virtual event time, and at that time, the “event content output means [outputs] event content corresponding to the virtual event time” during execution of the main match.

Walker is devoid of any such teaching, and therefore, Walker fails to teach or suggest the “event content output means.”

As a result, for at least these reasons, Walker fails to teach or suggest all the features of claim 1, and hence claim 1 and its dependent claims would not have been anticipated by Walker.

Independent claims 3 and 4 recite features similar to those discussed above regarding claim 1, and hence claims 3, 4, and their dependent claims also would not have been anticipated by Walker for at least reasons analogous to those discussed above regarding claim 1.

Claim Rejections - 35 U.S.C. § 103

Claim 8 is rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Walker. Applicant respectfully traverses the rejection.

Claim 8 depends on claim 1 and incorporates all the features of claim 1. Even if Walker could have been modified, as the Examiner asserts in the Office Action, the modified Walker would still not contain all the features in claim 1, and hence claim 8, as discussed above. Accordingly, claim 8 would not have been rendered unpatentable by Walker for at least these reasons.

New Claims

As discussed above, Applicant adds new claims 11-16, which are at least supported by the discussions at page 8, line 25 to page 9, line 2 and page 10, line 20 to page 11, line 17 of the specification. Applicant respectfully submits that claims 11-16 should be deemed patentable at least by virtue of their dependency. Applicant also respectfully submits that the references cited by the Examiner fail to teach or suggest all the features of claims 11-16.

In view of the above, reconsideration and allowance of this application are now believed to be in order, and such actions are hereby solicited. **If any points remain in issue which the Examiner feels may be best resolved through a personal or telephone interview, the Examiner is kindly requested to contact the undersigned at the telephone number listed below.**

The USPTO is directed and authorized to charge all required fees, except for the Issue Fee and the Publication Fee, to Deposit Account No. 19-4880. Please also credit any overpayments to said Deposit Account.

Respectfully submitted,

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